



P O R T R A I T S

1717 Canada Rd. | Bailey MI, 49303 | (231) 414-1786 | rachalatrememberwhen@gmail.com

Wedding Photography Agreement

Client Information

Bride's Name _____ Phone: _____

Address: _____

Bride's Email: _____

Groom's Name: _____ Phone: _____

Address: _____

Groom's Email: _____

Wedding & Reception Information

Wedding Date: _____ Wedding Time: _____ am pm

Wedding Venue Name: _____

Wedding Location Address: _____

Reception Venue Name: _____ Reception Time: _____ am pm

Reception Location Address: _____

Other Locations & Times: _____

Engagement Session (If Desired):

Session Date: ____/____/____ Session Time: _____ am pm

Session Location: _____

REMEMBER WHEN PORTRAITS USE ONLY:

Engagement Session Edited & Sent:

Wedding Portraits Sneak Peek:

Wedding Portraits Edited & Sent:

Package Details

Package Pricing and Inclusions: _____

- Free engagement session (couple can decide whether to use it or not)
- 2 photographers (2nd shooter included for FREE) - Printing rights released to edited images.
- Fully edited high resolution images via online gallery

Wedding Photography Coverage

Beginning Time: _____ am pm Ending Time: _____ am pm

Total Hours of Wedding Day Coverage: _____

Wedding Theme: _____ Wedding Attire: _____

Special Notes: _____

Details

Bride Arrival Time at Wedding Location: _____

Groom Arrival Time at Wedding Location: _____

Number of Guests: _____ Length of Ceremony: _____

Time meal is served: _____

Special Details or Events during ceremony or reception: _____

*Wedding timeline to photographer:

*Family portrait shoot list to photographer:

*Reception timeline to photographer:

Additional Services

Wedding Coordinator/Mister & Mistress of Ceremony: _____

Caterer: _____

Cake Decorator: _____

Florist: _____

Music/DJ: _____

Hair/Makeup: _____

Completion Date

Portraits will be sent no later than: _____/_____/_____

*Initial after reading

Terms and Conditions

COPYRIGHT: This agreement provides for wedding photography services, including the taking of wedding pictures. Unless otherwise provided in writing, all rights to the photographs belong to the photographer. CLIENT may not copy, print, scan, or reproduce any photograph taken pursuant to this agreement without the written permission of Remember When Portraits.

ENTIRE AGREEMENT: This agreement contains the entire understanding between Remember When Portraits and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment Remember When Portraits recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed. The photographer will do his or her best to obtain the desired photographs. The photographer will not be held accountable for not photographing desired people or events for any reason, including if there is no one to assist in identifying people or gathering people for photographs. Remember When Portraits is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Remember When Portraits.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony location, ceremony official, or reception site management. CLIENT agrees to accept the results based on the imposition of those rules on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; Remember When Portraits will offer technical recommendations only.

MODEL RELEASE: The CLIENT hereby grants to Remember When Portraits and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs taken pursuant to this agreement for editorial, trade, advertising, display, or any other purpose desired by the photographer and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Remember When Portraits and its legal representatives and assigns from all claims and liability relating to said photographs.

ENGAGEMENT SESSION: The free engagement session must be used *prior* to the scheduled wedding date. Session is 20 minutes long and held within a 15 mile radius of the company. If another location is desired, a travel fee may apply. One rescheduled session is allowed (excluding if weather related), any subsequent attempts to reschedule the session may be assessed a \$45 fee. In the event of *cancellation of wedding coverage*, the free engagement session becomes void.

**Any additional session purchased and unused will expire one year from the date of purchase. It is up to the bride/groom to contact Remember When Portraits to schedule the free session.

*Initial after reading

*****Terms and Conditions Continued...**

MEALS: CLIENT will either provide photographer(s) with food at regular meal times or provide the photographer with an hour to obtain a meal which is included in the coverage hours.

TRAVEL COST: Depending on the location of the ceremony and reception, a reasonable travel fee may be assessed to cover fuel and time spent traveling.

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POSTPONING OR CANCELLATION:

WHAT HAPPENS TO OUR RETAINER, CONTRACT, WEDDING DATE, ETC., IF WE NEED TO RESCHEDULE OUR WEDDING?

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Policy applies to paid deposits, payments in full, or if you have paid balances according to due dates stated in this contract. If your wedding is cancelled or rescheduled, whether as a result of government recommendation, third party choice (venue, etc) or personal choice, monies paid will not be refunded. That being said, should you choose to cancel and not reschedule you will of course not be expected to pay any remaining balance beyond what is currently due on your wedding photography contract as of that date you notify Remember When Portraits. Until you decide to cancel or reschedule your wedding, payment dates still remain in effect. If required payments have not been received by 6pm of the due date, Remember When Portraits may elect to not perform additional services.

You may reschedule your wedding date and apply the entire retainer and monies paid towards a new date rescheduled but the new date must take place before the end of the following calendar year or your contract will be considered cancelled by you and your retainer forfeited.

RESCHEDULING YOUR WEDDING:

- You must reach out before locking in a reschedule date to get our availability.
- Once you have a new date that you have verified we are available and you have booked with your venue, we will sign a new contract transferring your existing contract to the new date.
- Should you choose a date without checking on my availability first or should you choose a date that you know that I am unavailable for, you will be considered as cancelling your contract and forfeiting your retainer and all monies paid up to that date.
- All rescheduled weddings must take place before the end of the following calendar year or your contract will be considered cancelled by you and your retainer forfeited.

***CANCELLING THE WEDDING ALTOGETHER:**

Refunds on retainers and monies paid up to date of cancellation for a cancelled wedding date are not available– NO EXCEPTIONS.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Remember When Portraits will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. Remember When Portraits takes the utmost care with respect to exposure, transportation, and processing the photographs, however, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond Remember When Portraits' control, Remember When Portraits liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

PAYMENT AGREEMENT

***Please note payment due dates.**

• Photography fee/package price agreed to: \$ _____.

• A non-refundable *deposit* of \$ 500 is due at the signing of this agreement.

****DUE BY DATE: Deposit is required to book date, along with signed contract.**

• Unless cancelled in writing prior to *90 days before* the wedding date, 50% of the remaining balance in the amount of \$ _____ is due and non-refundable **90 days before the wedding day date by 6pm on due date-if received after \$10 late fee will be applied per day late.**

****DUE BY DATE: ____ / ____ / ____**

• Unless cancelled in writing prior to *30 days before* the wedding date, the remaining balance in the amount of \$ _____ is due and non-refundable **30 days before the wedding date by 6pm on due date-if received after \$10 late fee will be applied per day late.**

****DUE BY DATE: ____ / ____ / ____**

► COMPLETION SCHEDULE: Edited images will be completed and available within 12-15 weeks of the special event to the CLIENT. **Meanwhile, please be patient with Remember When Portraits as we have multiple clients at a time and we try to give each customer our very best. ☺****

*Initial after reading

► PAYMENT DATES: It is up to the client to remember to send payments so they are received by 6pm on due date. Remember When Portraits does not assume the responsibility for payment reminders.

*Initial after reading

***If payment is not received by 6pm on due date, a \$10 fee will be applied to remaining balance for every day late. Late fee may be waived if previous arrangements have been made**

****Remember When Portraits may elect to not perform additional services if all required payments have not been made. If a timely payment has not been made, Remember When Portraits may terminate this agreement by providing written or email notice of same to CLIENT, said termination to be effective upon sending by Remember When Portraits.**

FORMS OF PAYMENT ACCEPTED: Cash, Check, money order, Debit, Credit, Venmo, Zelle, Google Pay, CASH APP and PayPal.

A 7% convenience fee will be added to PayPal, credit and debit card payments due to the fees company is charged for the payment method chosen.

► PAYMENT MADE OUT TO: Please make check or money order out to: **Rachal Gort.**

► MAIL PAYMENT TO: 1717 North Canada Rd., Bailey, MI 49303

RETURNED PAYMENTS: Any payments made by CLIENT that are returned by the bank will be assessed a \$100 fee by the Remember When Portraits. No photography coverage or portraits will be furnished to the CLIENT until all fees are paid to Remember When Portraits.

*Initial after reading

► **RETAINER DEPOSITS:** In the event of cancellation, all *deposits and payments paid are non-refundable*. It shall be liquidated damages to Remember When Portraits in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any services rendered by Remember When Portraits and cost or fee of any materials pursuant to this agreement up to time of cancellation.

COMMUNICATION: Remember When Portraits welcomes all communication and asses each circumstance individually.

INDEMNIFICATION AND WAIVER OF LIABILITY: CLIENT hereby waives, releases, and forever discharges COMPANY and all members employees, agents from all actual and potential claims, complaints, demands, causes of action, damages, costs, expenses, fees, and other liabilities of every sort and description, direct or indirect, fixed or contingent, known or unknown, suspected or unsuspected, and whether or not liquidated, including but not limited to, attorney fees, costs, and expenses (collectively, the "claims"), arising out of, caused by, or otherwise related in any way to CLIENT'S actions or actions by Remember When Portraits pursuant to or related to this agreement. CLIENT shall also shall also indemnify, defend and hold harmless the Entities from and against all lawsuits, liabilities, damages and claims or any other proceeding brought against the Entities by any third party and all related costs and expenses (including actual attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising out of, caused by, or otherwise related in any way to services rendered pursuant to this agreement, including but not limited to the death or bodily injury of any person or the damage, loss or destruction of any real or personal property in connection with the performance of this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

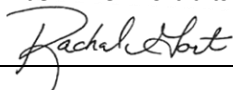
Client Signature: _____ Date: _____

Client Name Printed): _____

Client Signature: _____ Date: _____

Client Name Printed): _____

Remember When Portraits

By:  Date: 12/1/2020